



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **MP-6**
108.042
148.042

June 8, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**EAST CANYON CHANNEL - PARCEL 6,
AFFECTS PARCELS 63 THROUGH 67 AND 71
ALSO AFFECTS PACOIMA WASH - PARCELS 43, 44, 46, 156, AND 164
PACOIMA DIVERSION - PARCEL 27,
AFFECTS PARCELS 28 THROUGH 36, 45, AND 46
ALSO AFFECTS PACOIMA WASH - PARCELS 38, 55, 58
THROUGH 63, 78, AND 275
ASSIGNMENT AND ASSUMPTION OF LEASE NOS. 44475 AND 29573
CITY OF LOS ANGELES
SUPERVISORIAL DISTRICT 3
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve the enclosed Assignment and Assumption of Leases affecting Lease Nos. 44475 and 29573 between Chevron U.S.A. Inc. and Plains Exploration & Production Company (PXP).
2. Instruct the Chair to sign each of the enclosed Assignment and Assumption of Leases and authorize delivery to the Lessee.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action will allow Chevron U.S.A. Inc. to assign Lease No. 44475, which is located along East Canyon Channel, Parcels 6, 63 through 67, and 71, from Fox Street to where the channel meets Pacoima Wash and along Pacoima Wash, Parcels 43, 44, 46, 156, and 164, from Sharp Avenue to Haddon Avenue, in the City of Los Angeles, and Lease No. 29573, which is located along Pacoima Diversion, Parcels 27, 28 through 36, 45, and 46, from that portion north of Paxton Street to Tierra Bella Street and along Pacoima Wash, Parcels 38, 55, 58 through 63, 78, and 275, from Arleta Avenue to Plummer Street in the City of Los Angeles, to PXP, who acquired all rights, title, and interest in the Leases from Bentley-Simonson, Inc., successor in interest to Chevron, original Lessee of Lease Nos. 44475 and 29573. PXP has assumed operation of all wells previously operated by the former Lessee.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Fiscal Responsibility. The revenues generated from the Leases will be used for flood control purposes.

FISCAL IMPACT/FINANCING

PXP paid \$5,000 for the Assignment and Assumption of Leases. Rent from the Leases is received in the form of royalties. Monies continue to be received and will be deposited in the Flood Control District Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Leases cannot be assigned without the written consent of the Board of Supervisors. County Counsel has reviewed and approved each Assignment and Assumption of Lease as to form.

ENVIRONMENTAL DOCUMENTATION

Approval of the enclosed Assignment and Assumption of Leases is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines as it can be seen with certainty that there is no possibility that the recommended action may have a significant effect on the environment.

The Honorable Board of Supervisors
June 8, 2006
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

Enclosed are an original and duplicate of each of the Assignment and Assumption of Leases affecting Lease Nos. 44475 and 29573. Please have the originals and duplicates signed by the Chair and acknowledged by the Executive Officer of the Board. Please return the executed originals to Public Works and retain the duplicates for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

CW:mr
P6:blEAST CC6.doc

Enc.

cc: Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

ORIGINAL

RECORDING REQUESTED BY
AND MAIL TO:

Plains Exploration & Production Co.
1200 Discovery Drive, Suite 500
Bakersfield, CA 93309
Attention Mr. James Manus

Space Above This Line Reserved for Recorder's Use

Document transfer tax is \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale

By _____

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Assignment"), dated as of September 1, 28 1989, by and between CHEVRON U.S.A. INC., a Pennsylvania corporation ("Assignor"), and PLAINS EXPLORATION & PRODUCTION COMPANY, a Delaware corporation ("Assignee").

WHEREAS, Assignor entered into Lease and Agreement No. 44475 ("Lease"), dated May 17, 1983, and recorded June 28, 1983, as Document No. 83-727564, of Official Records, in the office of the Recorder of the County of Los Angeles, for the exploration of oil, gas, and other hydrocarbon substances with the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ("Lessor"), affecting the property, as described therein, in The City of Los Angeles, County of Los Angeles, State of California; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations as Lessee under the Lease, with the consent of Lessor.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment For a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns all of its right, title, and interest in and to the Lease.
2. Assumption Assignee hereby accepts this Assignment and hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease. Assignee shall perform all the terms, covenants, and conditions of the Lease, including the payment of rent and other required amounts to Lessor after the Effective Date (hereafter defined) hereof.

File With: **EAST CANYON CHANNEL 6**
Affects Parcels 63,64, 65, 66, 67, and 71
Also Affects Pacoima Wash
Parcels 43, 44, 46, 156, and 164
M9822015

3. Effective Date The Effective Date of this Assignment shall be the date that this Assignment is executed by Lessor.

CONSENT OF LESSOR

Lessor hereby consents to and approves this Assignment and, pursuant to Article 23 of the Lease, hereby releases Assignor from all obligations and liabilities arising under the Lease after the Effective date herein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease, ~~as of the date and year first herein written.~~

"ASSIGNOR"

CHEVRON U.S.A. INC.,
a Pennsylvania corporation

By *Roger M Buelow* ~~President~~
Assistant Secretary

(Corporate Seal)

By _____
Secretary

"ASSIGNEE"

PLAINS EXPLORATION & PRODUCTION
COMPANY, a Delaware corporation

By *William H Moodie*
William H. Moodie
Vice President - WDU

By *Gregg R Maynard*
Gregg R. Maynard
Assistant Secretary

(Corporate Seal)

"LESSOR"

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By _____
Chair, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

OAG:in
P:\Conf\aaE CNYN CHNL63etc.doc

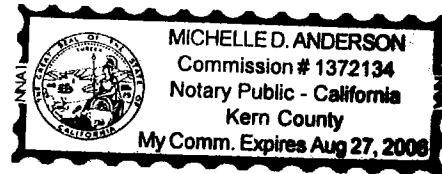
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF KERN)

On this 14th day of November, 2005 before me Michelle D. Anderson, NOTARY PUBLIC, personally appeared **WILLIAM H. MOODIE**, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 (SEAL)
Notary Public Signature



STATE OF CALIFORNIA

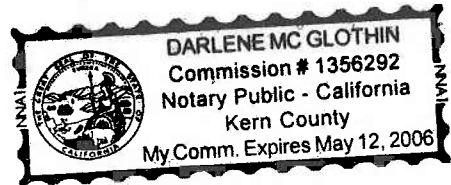
COUNTY OF KERN

On November 7, 2005, before me, Darlene McGlothin, Notary Public, personally appeared ROGER M. BUELOW, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument in his authorized capacity, and that by his signature on the within instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

Notary's Signature

Darlene McGlothin (SEAL)



ORIGINAL

RECORDING REQUESTED BY
AND MAIL TO:

Plains Exploration & Production Co.
1200 Discovery Drive, Suite 500
Bakersfield, CA 93309
Attention Mr. James Manus

Document transfer tax is \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale

Space Above This Line Reserved for Recorder's Use

By _____

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Assignment"), dated as of SEPTEMBER 1, 20 1989, by and between CHEVRON U.S.A. INC., a Pennsylvania corporation ("Assignor"), and PLAINS EXPLORATION & PRODUCTION COMPANY, a Delaware corporation ("Assignee").

WHEREAS, Assignor entered into Lease and Agreement No. 29573 ("Lease"), dated March 3, 1977, and recorded May 6, 1977, as Document No. 77-474347, of Official Records, in the office of the Recorder of the County of Los Angeles, for the exploration of oil, gas, and other hydrocarbon substances with the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ("Lessor"), affecting the property, as described therein, in the City of Los Angeles, County of Los Angeles, State of California; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations as Lessee under the Lease, with the consent of Lessor.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment For a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns all of its right, title, and interest in and to the Lease.
2. Assumption Assignee hereby accepts this Assignment and hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease. Assignee shall perform all the terms, covenants, and conditions of the Lease, including the payment of rent and other required amounts to Lessor after the Effective Date (hereafter defined) hereof.

File With: **PACOIMA DIVERSION 27**
Includes Parcels 28 through 36, 45, and 46
Affects Pacoima Wash Parcels 38, 55, 58
through 63, 78, and 275
M9322074

3. Effective Date The Effective Date of this Assignment shall be the date that this Assignment is executed by Lessor.

CONSENT OF LESSOR

Lessor hereby consents to and approves this Assignment and, pursuant to Article 23 of the Lease, hereby releases Assignor from all obligations and liabilities arising under the Lease after the Effective date herein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease. ~~as of the date and year first herein written.~~

"ASSIGNOR"

CHEVRON U.S.A. INC.,
a Pennsylvania corporation

By Roger M Buelow President
Assistant Secretary

(Corporate Seal)

By _____ Secretary

"ASSIGNEE"

PLAINS EXPLORATION & PRODUCTION
COMPANY, a Delaware corporation

By William H Moodie
William H. Moodie
Vice President - WDU

By Gregg R Maynard
Gregg R. Maynard
Assistant Secretary

(Corporate Seal)

"LESSOR"

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By _____
Chair, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.,
County Counsel

By  _____
Deputy

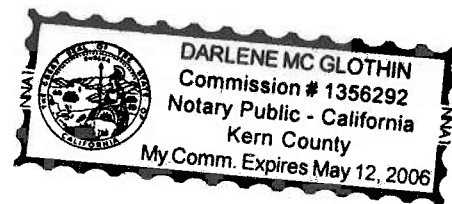
STATE OF CALIFORNIA

COUNTY OF KERN

On November 7, 2005, before me, Darlene McGlothin, Notary Public, personally appeared ROGER M. BUELOW, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument in his authorized capacity, and that by his signature on the within instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

Notary's Signature *Darlene McGlothin* (SEAL)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF KERN)

On this 14th day of November, 2005 before me Michelle D. Anderson, NOTARY PUBLIC, personally appeared **WILLIAM H. MOODIE**, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 (SEAL)
Notary Public Signature

